

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

INA STEINER, DAVID STEINER, and  
STEINER ASSOCIATES, LLC,

Plaintiffs,

v.

EBAY INC., ET AL.,

Defendants.

**CIVIL ACTION NO.: 1:21-CV-11181-PBS**

**STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF DEFENDANT  
PROGRESSIVE F.O.R.C.E. CONCEPTS, LLC'S  
MOTION FOR SUMMARY JUDGMENT**

Defendant, Progressive F.O.R.C.E. Concepts, LLC (“PFC”), and pursuant to Federal Rule of Civil Procedure 56, submits this Statement of Undisputed Material Facts in support of its motion for summary judgment.

**General Background Facts:**

1. Plaintiffs Ina and David Steiner operated a trade publication, Ecommercebytes which reported on ecommerce business, including eBay. See USA v. eBay Deferred Prosecution Agreement, Attachment A – Statement of Facts, paragraph 11, attached as **Exhibit 1**.
2. eBay Chief Executive leadership became frustrated with the Steiner’s newsletter tone and content. See USA v. eBay Deferred Prosecution Agreement, Attachment A – Statement of Facts, paragraph 12, attached as **Exhibit 1**.

3. Veronica Zea was an eBay analyst contracted out to eBay through defendant PFC to work in eBay's Global Intelligence Center ("GIC"). See eBay's Responses and Objections to PFC Requests for Admission, Request No. 2, attached as **Exhibit 2**.
4. The other six named defendants, Jim Baugh, Stephanie Popp, Stephanie Stockwell, David Harville, Brian Gilbert, and Philip Cooke were also employed to work in eBay's GIC. See eBay Global Security & Resiliency Organizational Chart June 2019, attached as **Exhibit 3**.
5. Beginning in June 2019 defendant Baugh, Senior Director of Safety & Security as well as running eBay's Global Security & Resiliency business, met with defendants Popp and Zea concerning a Steiners "op." Veronica Zea Dep. at 88:10-88:15, Sept. 27, 2024, **Exhibit 4**.
6. On August 6, 2019, Baugh met with defendants Gilbert, Cooke, Popp, Stockwell and Zea in a conference room to discuss the delivery to the Steiners' home of unwanted and disturbing items. See USA v. eBay Deferred Prosecution Agreement, Attachment A – Statement of Facts, paragraph 52(b), attached as **Exhibit 1**.
7. On August 15, 2019, defendants Baugh, Harville, and Zea traveled to Massachusetts while acting within the scope of their employment for eBay to continue harassing the Steiners. See USA v. eBay Deferred Prosecution Agreement, Attachment A – Statement of Facts, paragraph 52(z), attached as **Exhibit 1**.
8. On August 15, 2019, defendants Baugh, Harville and Zea drove to the Steiners' home in Natick, Massachusetts, to physically stalk the Steiners. See USA v. eBay Deferred Prosecution Agreement, Attachment A – Statement of Facts, paragraph 52(bb), attached as **Exhibit 1**.

9. Around August 16, 2019, defendants Baugh, Harville and Zea rented a Dodge Caravan to surveil the Steiners' home and to follow David Steiner as he drove around Natick. See USA v. eBay Deferred Prosecution Agreement, Attachment A – Statement of Facts, paragraphs 52(ff) and 52(hh), attached as **Exhibit 1**.
10. Around August 16, 2019, defendant Baugh believed David Steiner had spotted the surveillance prompting him to return the Dodge Caravan to the rental agency. See USA v. eBay Deferred Prosecution Agreement, Attachment A – Statement of Facts, paragraph 52(ii), attached as **Exhibit 1**.
11. On or about August 16, 2019, defendant Baugh directed the harassing deliveries to the Steiners resume after the failed surveillance. See USA v. eBay Deferred Prosecution Agreement, Attachment A – Statement of Facts, paragraph 52(jj), attached as **Exhibit 1**.
12. On or about August 20, 2019, an NPD detective emailed eBay to request assistance with the NPD's investigation into the harassment of the Steiners. See USA v. eBay Deferred Prosecution Agreement, Attachment A – Statement of Facts, paragraph 53, attached as **Exhibit 1**.
13. On or about August 21, 2019, officers from the NPD went to defendants Baugh and Zea's hotel to investigate the harassment of the Steiners. Defendant Baugh made false statements to the NPD during this interview. After the interview, defendant Baugh brought defendant Zea to the airport to return to California. See USA v. eBay Deferred Prosecution Agreement, Attachment A – Statement of Facts, paragraphs 52(vv) and 52(ww), attached as **Exhibit 1**.

**Zea was Directed, Controlled and Supervised by eBay:**

1. Defendant Veronica Zea was employed initially by Concentric Advisors (“Concentric”) in May 2017, which was her first job out of college. At the time she was 23 years old. Zea Dep. at 14:12-14:22, 16:2-16:4, **Exhibit 4**.
2. When Zea was hired through Concentric it was solely for placement at eBay in the Global Security Operations Center (“GSOC”) as a Security Operator. Zea Dep. at 14:15-15:10, **Exhibit 4**; eBay’s Responses and Objections to PFC Requests for Admission, No.1, **Exhibit 1**.
3. Defendant Stephanie Popp was also an embedded employee at eBay who was hired through Concentric. She was hired in February 2017 as part of eBay’s Global Security Team. Zea Dep. at 135:20-135:24, **Exhibit 4**; Stephanie Popp’s Answers to Plaintiff’s Interrogatories, No, 3, **Exhibit 5**.
4. While defendant Zea was working at eBay, from May 2017 through September 2019, the head of the security team was Jim Baugh. Zea Dep. at 17:17-17:19, **Exhibit 4**; Stockwell Dep. at 28:19-28:24, Sept. 26, 2024, **Exhibit 6**.
5. In July 2017, the Global Security Operations Center became the Global Intelligence Center (“GIC”). Zea Dep. at, 138:16-138:19, **Exhibit 4**.

19.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



20. In July 2017, Stephanie Popp who was also embedded in eBay through Concentric, applied for and was hired for the position of Senior Manager of Global Intelligence at eBay. Once promoted, Popp became Zea's direct supervisor. Stephanie Popp's Answers to Plaintiff's Interrogatories, No. 3, **Exhibit 5**; Zea Dep. at 25:17-25:25, **Exhibit 4**.
21. In her new position as Senior Manager for the GIC, defendant Popp reported directly to Baugh. Zea Dep. at 25:17-25:25, **Exhibit 4**.
22. Zea and the other GIC analysts received their day-to-day assignments from Popp, Baugh and (later) Stockwell. Zea Dep. at, 103:18-103:22, **Exhibit 4**; Daniel Cory Dep. at 128:13-128:21, Sept. 6, 2024, **Exhibit 7**; Stockwell Dep. at 149:25-150:7, **Exhibit 6**.
23. Concentric never directed, supervised, controlled, or instructed defendant Zea as to any of the work she performed at eBay. Zea Dep. at 148:23-149:1, **Exhibit 4**.
24. Defendant Zea was to report any workplace incidents to her contractor at Concentric. Zea Dep. at 34:18-35:2, **Exhibit 4**.
25. Zea had tried to report an incident of sexual harassment with a male coworker to her shift lead at Concentric, who then reported the incident to Popp and Baugh. Zea Dep. at 36:5-36:20, **Exhibit 4**.

26. Baugh and Popp chastised Zea for reporting to her Concentric supervisor, told her to never go to Concentric for any issues she had, and told her instead to report any issues directly to Popp. Zea Dep. at 36:21-37:6, **Exhibit 4**.
27. Stephanie Stockwell was also instructed to bring any issues directly to Baugh, by defendants Baugh and Popp. Stockwell Dep. at 122:6-122:8, **Exhibit 6**.
28. Baugh did not want the GIC analysts, including those contracted through Concentric, to talk with any personnel or Human Resources at Concentric. Olausson Dep. at 75:12-75:16, Sept. 18, 2024, **Exhibit 8**.
29. It was well known by the GIC analysts that if they contacted anyone from Concentric or individuals outside of the GIC on any issues, Baugh or other eBay leadership in the GIC would take retaliatory action. Olausson Dep. at 75:21-76:3, **Exhibit 8**; Stockwell Dep. at 67:18-68:15, **Exhibit 8**.
30. Communications with Concentric were effectively blocked by eBay supervisors. Olausson Dep. at 75:6-75:9, **Exhibit 8**.
31. In 2018, Madeline Atchison, a GIC analyst, was fired by Baugh after attempting to speak to someone at eBay Human Resources concerning the working hours, conditions, and stress. Stockwell Dep. at 162:9-162:23, **Exhibit 6**; Olausson Dep. at 50:5-51:5, **Exhibit 8**.
32. In 2018, Concentric's agreement with eBay was terminated after ongoing difficulties between Concentric and Baugh and Popp. Stockwell Dep. at 53:1-53:16, **Exhibit 6**.
33. Effective late 2018 or January 2019, defendant Baugh brought on PFC to replace Concentric. Zea Dep. at 60:1-60:10, and 64:9-64:15, **Exhibit 4**; Master Services Agreement ("MSA"), attached as **Exhibit 9**.

20. Zea was told by Baugh that everything about her job would remain the same, despite the change from Concentric to PFC. Zea Dep. at 151:17-151:20, **Exhibit 4**.
21. After PFC took over for Concentric, Zea still received her daily direction, supervision and assignments from her eBay supervisors. Zea Dep. at 158:9-158:13, **Exhibit 4**.
22. PFC did not at any time direct, supervise, control or instruct defendant Zea as to the work she was to perform for eBay. Zea Dep. at 158:14-158:17, **Exhibit 8**; Cory Dep. at 129:6-129:20, **Exhibit 7**.
23. PFC performed administrative functions, such as payroll, processing expenses, and tracking Defendant Zea's vacation time. Zea Dep. at 168:6-168:13, **Exhibit 4**.
24. Zea received daily training from eBay personnel, including from Baugh and Popp. Zea Dep. at 143:2-143:7, **Exhibit 4**; Cory Dep. at 130:21-130:23, **Exhibit 7**.
25. Zea was occasionally required to travel for training at the direction of Baugh and Popp. Zea Dep. at 143:22-143:24, **Exhibit 4**.
26. Zea never reported to PFC that she had traveled for training purposes. Zea Dep. at 143:4-143:8, **Exhibit 4**.
27. Zea was provided a reference binder for the GSOC as well as training slide decks by eBay on how to perform her job as an analyst. Zea Dep. at, 144:9-144:17, **Exhibit 4**.
28. Zea was never provided any handbooks or manuals by Concentric or PFC on how to perform her job at eBay. Zea Dep. at 144: 22-144:25, **Exhibit 4**.
43. [REDACTED]  
[REDACTED] Zea Dep. at 139:1-141:5, **Exhibit 4**.

44. Baugh had the discretion to fire individuals on the security team as well as control over who he wanted to hire. Zea Dep. at, 151:5-151:10, **Exhibit 4**; Email Chain between Jim Baugh, Stephanie Popp and Scott Pugh dated May 14, 2019, attached as **Exhibit 10**.
45. Zea assisted defendant Baugh in drafting a job description for new analysts to join the GIC in May 2019. The job description included “essential job functions” such as researching potential threats and monitoring the travel and security of eBay’s C-Suite. Veronica Zea’s Draft Job Description and Email Chain dated May 1, 2019, attached as **Exhibit 11**.
46. PFC’s involvement in hiring new analysts was restricted to posting the job description. Email Chain dated May 1, 2019, **Exhibit 11**.
47. Baugh described PFC as Zea’s “technical employer” and questioned the need to involve PFC in the hiring process if the job description was listed as “confidential.” Email Chain dated May 1, 2019, **Exhibit 11**.
48. Personnel at eBay gave defendant Zea performance reviews. Zea Dep. at 162:12-162:14 - 164, **Exhibit 4**.
49. PFC never gave defendant Zea a performance review. Zea Dep. at 162:9-162:11 - 164, **Exhibit 4**.
50. Defendants Baugh and Popp also had the ability to instruct PFC on salary increases for embedded employees as well when those pay increases would go into effect. Email Chain between Jim Baugh, Stephanie Popp and Scott Pugh dated May 14, 2019, **Exhibit 10**.

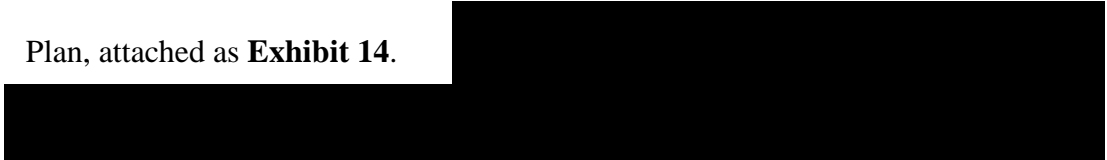


**To PFC's knowledge, Zea was highly regarded by eBay:**

51. In addition to PFC being told by eBay to hire Zea when it took over the contract from Concentric as described above in ¶ 32, Zea received promotions and salary increases: Defendant Baugh instructed PFC to increase defendant Zea's salary twice in a few short months, once in May 2019 and again in August 2019. Email Chain between Jim Baugh, Stephanie Popp and Scott Pugh dated May 14, 2019, **Exhibit 10**; Email Chain between Jim Baugh and Scott Pugh dated August 21-28, 2019, **Exhibit 12**; eBay's Objections and Responses to PFC's Requests for Admission, No.7 and No. 8, **Exhibit 2**.
52. While working at eBay, Zea was informed by Baugh that she would receive a salary increase and promotion to senior analyst. Zea Dep. at 147:17-148:5, **Exhibit 4**.
53. With this promotion, Zea went from an hourly employee to a salaried employee. Zea Dep. at 145:3-145:16, **Exhibit 4**.
54. PFC and Concentric were not involved in decisions regarding Zea's promotions or title changes. Zea Dep. at 148:13-148:16, **Exhibit 4**.
55. Prior to working at eBay, Daniel Cory had extensive professional experience in both the public sector and the private sector worlds of security. Cory Dep. 22:3-22:7, **Exhibit 7**.
56. Cory worked for eBay from 2017 to 2021. He started working at eBay as Director of Protective Services within the Global Security and Resilience Department. Cory Dep. at 21:8-21:12; 22:18-22:24, **Exhibit 7**.
57. Cory became Director of Global Operations in 2018. Cory Dep. at 32:2-32:15, **Exhibit 7**.

58. While working within the Global Security and Resilience department he reported to Baugh. Cory Dep. at, 31: 24-32:1, **Exhibit 7**.
59. Cory testified that he had no reason, based on his interactions with Stockwell and Zea, to be concerned about the work they were performing at eBay. Cory Dep. at 49:8-49:12, **Exhibit 7**.

**Zea's Expense Reports Were Not an Indication of Criminal Activity:**

60. The Master Services Agreement (“MSA”) between eBay and PFC required PFC to issue a credit card to GIC intelligence analysts such as Zea and eBay was required to reimburse PFC for expenses eBay approved. MSA, p.27 (regarding credit card), p. 3, ¶ 5 (regarding reimbursement), **Exhibit 9**. Under this agreement, PFC was to provide the GIC analysts with a credit card with \$10,000 limit. MSA, p. 27, **Exhibit 9**.
61. Zea was required to submit any expenses she incurred at eBay to her eBay supervisors for approval before submitting them to PFC. Zea Dep. at 194:2-194:10, **Exhibit 4**.
62. PFC would then submit those expenses for reimbursement to eBay through a system called Ariba. eBay's Objections and Responses to PFC's Requests for Admissions, No. 12, **Exhibit 2**. The invoice and expenses would then be reviewed/approved by the Procurement Department. Wendy Jones's Responses and Objections to Interrogatories Propounded by the Plaintiffs, Answer #5, **Exhibit 13**.
63. In July 2019, defendants Zea, Gilbert, Baugh, Alford and others from the GIC traveled to Las Vegas to work to protect the eBay Open. 2019 eBay Open Safety Plan, attached as **Exhibit 14**.
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[REDACTED]  
[REDACTED] 2019 eBay Open Safety Plan, attached as **Exhibit 14**.

64. For the eBay Open, Zea (and other GIC analysts) used their PFC corporate credit card to pay for her flights to and from Las Vegas, as well as for food and other necessities during the trip. GIC Team Expenses for July 2019, **Exhibit 15**.
65. Following the successful security work at the eBay Open, and at the direction of Baugh, Zea had also used her PFC credit card to pay for the entire security team, including Baugh and Popp, to celebrate at the Spearmint Rhino gentlemen's club (described on the expense report as "K-Kel Inc – Team Dinner" EBAY\_STEINER\_44312). Zea Dep. at 75:5-75:12, **Exhibit 4**; GIC Team Expenses for July 2019, **Exhibit 15**.
66. Another intelligence analyst embedded with eBay was Michael Alford. Her expenses for July 2019 totaled \$10,155.21, only \$1,858.65 less than Zea's expenses for the month. GIC Team Expenses for July 2019, starting at EBAY\_STEINER\_44307, **Exhibit 15**.
67. Expenses incurred by Zea and other GIC analysts during July 2019, including those during the eBay Open, were approved by eBay on August 5, 2019. Email from Stockwell to Popp dated 8/5/19 attaching GIC Team Expenses for July 2019, **Exhibit 15**.
68. PFC then submitted those expenses to eBay for approval, along with an invoice for the hours worked by the embedded employees. The email was directed by Scott Pugh of PFC to Popp for approval on August 9, 2019. eBay's Responses and Objections to

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PFC's Requests for Admission No.13, **Exhibit 2**; Email Correspondence between Scott Pugh and Stephanie Popp dated August, 9, 2019, **Exhibit 16**.

69. Pugh followed up with Popp seeking approval of the July expenses on August 16, 2019. Email Correspondence between Scott Pugh and Stephanie Popp dated August 16, 2019, **Exhibit 17**. Once approved by Popp, PFC would upload the invoice to Ariba for approval and payment by the Procurement Department. Id.
70. Daniel Cory would also review PFC's invoices submitted to be reimbursed. He never came across any invoices that indicated PFC was engaging in unlawful activity. Cory Dep. at 112:21-114:6, **Exhibit 7**.

**PFC Had No Knowledge of the Harassment Campaign Against the Steiners:**

71. Stephen Krystek, the CEO of the PFC Group of Companies, who has lived in Las Vegas since 1999 and has worked as a police officer for the Las Vegas Metropolitan Police Department and has provided concierge-level services to clients, testified by affidavit as follows regarding Zea's credit card use: "A corporate client's team-building event at a gentlemen's club, whether charged to a PFC card, an eBay card, or an eBay employee's personal card, would not be seen as suspicious or indicative of criminal risk, and would not raise suspicions of criminal risk. If such activities were a concern, thousands of corporate teams visiting Las Vegas each month would be subject to scrutiny, which is unrealistic. Such activities and their related charges would not be flagged as illegal or suspicious by a VIP services provider like PFC, nor considered unauthorized conduct or charges by a VIP services provider like PFC unless expressly not approved or authorized by PFC's customer." Stephen Krystek Affidavit, ¶ 7, **Exhibit 18**.

72. Rodney Magallan in his expert report agrees that Zea's charges did not place PFC on notice criminal conduct. Report of Rodney Magallan, pp. 7-8, **Exhibit 19**.
73. Baugh concealed the plan to harass the Steiners from individuals outside the GIC. Zea Dep. at 81:10-81:16, **Exhibit 4**.
74. Zea made several purchases for the Boston trip using her PFC credit card at the direction of Baugh. Zea Dep. at 111:6-111:8, **Exhibit 4**.
75. Specifically, Zea used her PFC credit card to purchase airline tickets from San Francisco to Boston and hotel rooms in Boston for herself, Baugh and Popp. Zea Dep. at 110:18-111:2, **Exhibit 4**.
76. David Harville used his own personal card to purchase his airline ticket to Boston. Zea Dep. at 177:17-177:25, **Exhibit 4**.
77. Zea also used her PFC credit card to purchase a rental car for herself and Baugh and Popp while in Boston. Zea Dep. at, 111:3-111:5, **Exhibit 4**.
78. Baugh informed Zea that the operation to harass the Steiners was on a "need to know" basis. Zea Dep. at 92:4-92:7, **Exhibit 4**.
79. Zea's actions concerning the trip to Boston and harassment of the Steiners were at the direction and instruction of her eBay supervisors, especially Defendant Baugh. Zea Dep. at 168:14-168:17, **Exhibit 4**.
80. Baugh instructed Zea to attend meetings discussing the campaign against the Steiners. Zea Dep. at, 168:18-168:23, **Exhibit 4**.
81. Baugh also instructed Zea to keep the actions and conduct concerning the Boston trip and Steiner operation from other individuals at eBay as well as the security department. Zea Dep. at 168:24-169:3, **Exhibit 4**.

82. Baugh created a cover story for Zea to use to explain why she was traveling to Boston to make it appear she was doing something other than harassing the Steiners. Zea Dep. at 91:21-92:7, **Exhibit 4**; Veronica Zea's Answers to eBay's Requests for Admission, No. 12, **Exhibit 20**.
83. Baugh instructed Zea and other members of the GIC to use anonymous email accounts, virtual private networks, computers and cell phones to carry out the campaign against the Steiners. Zea Dep. at 169:8-169:13, **Exhibit 4**.
84. While in Boston, Zea was told by Baugh not to answer calls from the Natick Police Department or meet with them. Zea Dep. at 94:6-94:13, **Exhibit 4**.
85. On or about August 21, 2019, the Natick Police Department attempted to talk with Zea. Baugh answered Zea's phone and lied to the police officer. Zea Dep. at 94:13-94:17, **Exhibit 4**.
86. On or about August 21, 2019, Popp instructed Zea to take down her LinkedIn account to prevent the NPD from realizing she was a contractor for eBay. Stephanie Popp's Answers to eBay's Interrogatories, No. 1, **Exhibit 5**.
87. Baugh and Popp instructed Zea to make false statements about what occurred in Boston after certain facts regarding the Steiner operation became known. Zea Dep. at 170:8-170:13, **Exhibit 4**;
88. PFC never directed Zea to make false statements about the events that occurred in Boston. Zea Dep. at 170:14-170:16, **Exhibit 4**.
89. Zea observed Baugh delete emails from her laptop as well as instructed her to delete WhatsApp messages concerning confidential information. Zea Dep. at 95:5-95, 95:20-95:25, **Exhibit 4**.

90. Zea also watched Baugh delete emails from her laptop that concerned receipts for gift cards that had been purchased to facilitate the harassment of the Steiners. Zea Dep. at 95:14-95:19, **Exhibit 4**.
91. Stockwell was also instructed by Baugh to delete certain messages after she became aware of the investigation in Natick. Stockwell Dep. at 98:12-98:17, **Exhibit 6**.
92. Defendant Zea learned that eBay was conducting an internal investigation into the Steiner operation, she was coached by Baugh in what to say on calls with the eBay legal team. Zea Dep. at 94: 18-94:24, **Exhibit 4**.
93. Zea lied in an interview with eBay lawyers and a PFC representative concerning the Boston events and Steiner operation. Zea Dep. at 175:2-175:10, **Exhibit 4**.
94. Even as late as October 2019, Zea was instructed by Popp on how to submit her expense reports from August 2019 to PFC to further conceal the events in Boston concerning the Steiner operation. Zea Dep. a, 198:8-198:22, **Exhibit 4**.
95. On October 3, 2019, Zea was told by Popp to not include a receipt for a charge on Zea's personal credit card, for Dick's Sporting Goods dated August 16, 2019, as it contained itemized items. Zea was told to mark that expense, instead, as "cash withdrawal." Zea Dep. at 198:8-199: 6, **Exhibit 4**; Email Correspondence dated Oct. 3, 2019 between Zea, Popp, Baugh, and Stockwell, **Exhibit 21**; Veronica Zea August Expense Report, **Exhibit 22**.
96. Zea confirmed she had changed her expense report for Dick's Sporting Goods to instead indicate she had made a cash withdrawal and submitted that edited expense report to Scott Pugh at PFC for reimbursement. Zea Dep. at 200:3-201:1. **Exhibit 4**; Veronica Zea August Expense Report, **Exhibit 22**.



97. PFC did not instruct or direct Zea's actions in connection with the Boston trip or campaign against the Steiners. Zea Dep. at 169:14-169:17, **Exhibit 4**.
98. Zea never received permission from PFC to travel to Boston as part of the Steiner operation. Zea Dep. at 171:13-171:15, **Exhibit 4**.
99. Zea never asked PFC for permission to check the address of any persons of interest in the Boston area. Zea Dep. at 171:9-171:12, **Exhibit 4**.
100. Zea never informed PFC of the Steiner harassment campaign. Zea Dep. at 170:4-170:8, **Exhibit 4**; Veronica Zea's Responses to eBay's Requests for Admission, No. 22, **Exhibit 20**.
101. Nothing that PFC did or failed to do caused Zea to commit the criminal acts, which were outside the scope of her job duties as an intelligence analyst. Zea Dep. at 176:4-15, **Exhibit 4**.
102. The criminal conduct or activities taken as to the Steiners were not foreseeable or expected conduct of a GIC analyst. Cory Dep. at 131:16-131:23, **Exhibit 7**; eBay's Responses and Objections to PFC Requests for Admission, No. 20, **Exhibit 2**.
103. Further, the activities and criminal conduct taken as to the Steiner operation that became known were highly unusual as to what would be expected of a GIC supervisor. Cory Dep. at 131:8-131:15, **Exhibit 7**.
104. eBay's presentation to the Department of Justice stated:
  - The misconduct here was not 'likely to occur' in eBay's line of business
  - eBay never experienced this kind of conduct.
  - We do not believe any company has experienced this – ever.
  - And: there was no 'gap' in eBay's compliance program that missed this."

eBay Presentation on “Federal Corporate Principles” to the Office of the U.S. Attorney for Massachusetts, 8/10/22, p. 16, **Exhibit 23**.

105. Cooke explicitly informed Popp, Baugh, and Gilbert, that Scott Pugh at PFC should not be informed about the Boston trip or Steiner operation. WhatsApp Messages dated Aug. 21, 2019 to Aug. 22, 2019, **Exhibit 24**.
106. Cory testified that PFC had no knowledge of the Steiner operation or Boston trip prior to the formal investigation. Cory Dep. at 133:13-133:17, **Exhibit 7**.
107. Scott Pugh at PFC did not become concerned with anything about the operations of the eBay GIC until August 19, 2019, when an analyst for the GIC, Michelle Alford, resigned which prompted Stockwell to request signed copies of Ms. Alford’s NDA. Email Correspondence from Scott Pugh to Anthony Shepherd and Ellen Sherman dated August 19, 2019, **Exhibit 25**.

Respectfully submitted,  
PROGRESSIVE F.O.R.C.E. CONCEPTS, LLC,  
By Its Attorneys,

/s/ *Kimberly Iverson Tufo*

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**CERTIFICATE OF SERVICE**

I hereby certify that this document with redactions has been filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on October 28, 2024. The document without confidential redactions will be emailed to all parties on this date, and filed under seal pending an order from the Court in response to the Joint Unopposed Motion of Defendants eBay, Wenig, Wymer, Jones and PFC to File Certain Documents in Support of Their Motions for Summary Judgment Under Seal.

/s/ Kimberly Iverson Tufo

Kimberly Iverson Tufo